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ABSTRACT

This agreement between the county of Rockland, the Board of Trustees of Rockland Community College and the Rockland Community College Federation of Teachers, Local 1871 covers the period September 1, 1972 to August 31, 1975. Articles of the contract cover recognition, no-strike clause, negotiating unit, duration of agreement, savings clause, rights and responsibilities of parties, grievance procedure, governance, leave without pay, leaves of absence with pay, miscellaneous working conditions, collection of dues, academic calendar, tenure, termination of service, curriculum, promotion and rank, program and workload, general provisions, salary schedules, retirement and health plans, academic freedom, special provisions, and definitions. (MJM)

Rockland Community Col
New York, NEA/AF
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THE AGREEMENT

between

THE COUNTY OF ROCKLAND, THE BOARD OF TRUSTEES

OF ROCKLAND COMMUNITY COLLEGE

and

THE ROCKLAND COMMUNITY COLLEGE FEDERATION

OF TEACHERS

LOCAL 1871

SEPTEMBER 1, 1972 to AUGUST 31, 1975

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AGREEMENT

This Agreement made on the 1st day of Sept. 1972 between the County of Rockland and the Board of Trustees of Rockland Community College, the Employer, and the Rockland Community College Federation of Teachers, Local 1871, the Federation, provides as follows:

Whereas, it is the intent and purpose of the parties to this agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

2. Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self organization and representation for collective negotiations on the terms and conditions of employment.

Now in consideration of the mutual obligations contained herein the parties agree to as follows:

ARTICLE 1 - Recognition

1.1 The Employer recognizes the Federation as the exclusive representative of all those employees determined to be in the appropriate negotiating unit through the end of the 1974-75 college fiscal year (August 31, 1975.) If no timely petition is filed with the Public Employment Regulations Board at least 120 days prior to the end of said fiscal year, this recognition shall continue until 120 days prior to the end of the college fiscal year 1975-76 (August 31, 1976.)

ARTICLE 2 - Affirmation not to Strike

2.1 The Federation agrees that it shall not strike, cause, instigate, encourage or condone a strike during the term of this agreement.

ARTICLE 3 - Appropriate Negotiating Unit

3.1 The appropriate negotiating unit consists of the following employees in the unclassified service at Rockland Community College:

a. All members of the administrative staff
b. All members of the teaching faculty who:
   (1) Hold academic rank
   (2) Are paid a salary based on a full-time teaching contract
   (3) Include in their duties the teaching of three or more hours and
   (4) Who fulfill other departmental and faculty responsibilities
c. Librarians
d. Counselors

Except:

a. The President of Rockland Community College
b. The Dean of the College
c. The Assistant to the President of Rockland Community College
d. The Assistant Dean
e. The Director of Finance and Administration
f. The Director of Campus Security
g. Audio Visual Technicians, Laboratory Assistants and all other technicians
h. Teaching Assistants
i. Librarians and Counselors who work less than twenty hours per week
j. The Dean of Administration
k. The Dean of Continuing Education and Extension
l. All other employees of the Employer working at Rockland Community College

ARTICLE 4 - Duration

4.1 This agreement shall be in full force and effect from September 1, 1972 through August 31, 1975. Negotiations for a subsequent agreement shall commence no later than March 1, 1975.

ARTICLE 5 - Scope of the Agreement

5.1 It is understood and agreed by the parties to this agreement, that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the agreement without harm to the remaining provisions of the agreement. If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement forsuch article or section.

5.2 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 6 - Rights and Responsibilities of the parties

6.1 Rights and Responsibilities of the Employer

6.11 Nothing in this agreement shall be construed as delegating the authority conferred by law on any elected official, the Board of Trustees and executive officers of the Rockland Community College or in any way to reduce or abridge such authority.

6.12 The rights and responsibilities of the Employer include but are not necessarily limited to the following to the extent that the same are consistent with the terms of this agreement:

(1) a. To determine the standards of service to be offered by its offices, agencies and departments;

b. To direct employees of the College;

c. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;

d. To relieve employees from duties because of lack of work, or for other legitimate reasons;

e. To maintain the efficiency of operations entrusted to them;

f. To determine the methods, means and personnel by which such operations are to be conducted;

g. To take whatever actions may be necessary to carry out the mission of the College.

6.2 Rights and Responsibilities of the Employees and the Federation

6.21 Employees within the negotiating unit shall have the right to form, join and participate in or refrain from forming, joining or participating in any employee organization of their own choosing free from interference, coercion, restraint, discrimination or reprisal.

6.22 The Federation has the right to represent all employees in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this agreement. However, nothing in this agreement shall be construed as to preclude any employee, regardless of employee organization membership, from bringing matters of personal concern directly to the attention of the College in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointment authority.

6.23 The Federation has the right either as a representative of any employee or as an observer to have at least one but no more than two individuals present at all grievance or appeal hearings involving an employee who is determined to be in the negotiating unit. However, an

employee shall have an unqualified right to choose his own representative or to determine that he does not want representation in a grievance or appeal hearing.

6.24 The Federation shall represent any employee within the negotiating unit concerning the terms of this agreement whether or not such an employee is a member of the said Federation.

ARTICLE 7 - Grievance Procedure

7.1 Basic Standards and Principles

7.11 Every employee (within the scope of this agreement) shall have the right to present his grievance in accordance with the procedures prescribed herein, with or without a representative of his own choosing, free from interference, coercion, restraint, discrimination, or reprisal.

7.12 It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this agreement.

7.13 The President of Rockland Community College shall be responsible for carrying out the provisions of this procedure.

7.14 Grievances involving more than one employee (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

7.15 The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

7.2 Application

7.21 The provisions of this procedure shall apply to any alleged violation of this agreement.

7.3 Consideration of Grievances

7.31 Employees and supervisors are expected to exhaust every administrative device to settle amicably all differences of opinion. An employee must initiate action under this procedure within a reasonable length of time after the occurrence of the alleged grievance.

7.32 In the interest of uniform procedure and to expedite handling, an employee shall present his problem or grievance through regular supervisory channels in the following order:

a. The First Stage - The Immediate Supervisor

The employee shall first request an interview with his immediate supervisor. The immediate supervisor shall within three (3) business days hold an informal discussion with the employee. To the extent his authority permits him, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within three (3) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the immediate supervisor, he shall advise the employee to submit his grievance in writing in accordance with the provisions of section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section II.

b. The Second Stage - Dean of Instruction

If a grievance is not satisfactorily settled at the first stage, the employee may within five (5) business days of notice from his immediate supervisor request a review by presenting said grievance in written form as a statement of fact to the Dean of Instruction. The Dean of Instruction shall meet with the employee and his representative, if any, within five (5) business days after receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the Dean of Instruction shall within five (5) business days of the informal hearing give his determination in writing to the employee with copies to the President of Rockland Community College and the employee's immediate supervisor.

c. The Third Stage - The President of Rockland Community College

If a grievance is not satisfactorily settled at a lower stage, the employee may within five (5) business days of the date of the notice of the determination at the second stage request a review by the President of Rockland Community College or a member of his staff designated by the President of Rockland Community College to act in his behalf. However,

the person so designated by the President of Rockland Community College shall not have been involved in the first or second stage of the grievance. An agreed upon statement of facts may be submitted jointly by the employee and his supervisor, or each shall submit separate statements. The President of Rockland Community College or his designated staff member, shall meet with the employee and his representative, if any, within five (5) business days after recept of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the President of Rockland Community College shall within five (5) business days after the review give his determination in writing to the employee together with a copy of the written record of review.

d. Appeal from the President's Determination

1. Upon failure to resolve his grievance satisfactorily at the third stage, the employee may appeal in writing to the Grievance Board within ten (10) days of notice of the President's determination. The appeal request shall be a statement of fact as defined in Section 7.8 and shall be filed with the employer, the Rockland County Personnel Office and The Federation.

2. Upon receipt of the appeal from the employee, the employer shall file with the Grievance Board all records pertaining to previous actions and determinations concerning the grievance.

7.4 Grievance Board

7.41 The Grievance Board shall consist of three (3) members.

a. One member shall be appointed by the Employer for an indefinite term to serve at his pleasure.

b. One member shall be appointed by the Federation for an indefinite term to serve at their pleasure.

c. The two members so appointed shall select the third member from the community as an impartial arbitrator. If they cannot agree on the choice of the third member within two (2) business days after receipt of a grievance, a panel of five (5) names shall be requested from PERB.

Upon receipt of the list of names, the Employer's and the Federation appointees shall select one (1) name. If they cannot agree on one (1) of the listed arbitrators, then the Employer's appointee and the Federation appointee shall each strike out one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

d. The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.

e. The duly selected arbitrator shall serve as Chairman of the Board.

f. If any member of the Board shall have been directly or indirectly involved in a grievance pending before the Board, he shall immediately disqualify himself from participating in any deliberation or voting on the determination of that grievance. A new member shall be appointed to serve in his place as herein provided, until a final determination is made of the particular grievance.

g. A quorum of the Board shall consist of the full Board. Two concurring votes shall prevail in all matters before the Board.

h. The Employer shall provide a suitable place of meeting. Members of the Board, except for the Arbitrator, shall serve without pay.

i. The fees and expenses of the arbitrator, and the cost of stenographic services shall be shared equally by the Employer and the Federation.

7.42 Scope of Authority and Power

a. The Grievance Board is empowered to receive, investigate, adjust and adjudicate grievances submitted to it in accordance with this procedure. The jurisdiction of the Board is limited to grievances of the Employees within the negotiating unit.

b. The Board may conduct a hearing; take testimony of the parties and their witnesses; receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of its proceedings and hearings not inconsistent with the provisions of this grievance procedure.

c. The Board shall neither add to, detract from, nor modify the language of this agreement in arriving

at the determination of any issue that is presented for determination.

d. The Board shall expressly confine itself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

7.43 Procedure

a. The Board shall not be bound by formal rules of evidence.

b. The Board shall conduct a hearing within fifteen (15) business days of receipt of an appeal. It shall give at least three days notice of the time and place of such hearing to the employee, the employee's representative, if any, the Federation and the President of Rockland Community College or his designee, all of whom shall be entitled to be present and to be heard at the hearing. Such hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.

c. New evidence, testimony, or argument, as well as any documents, exhibits or other information submitted to the President of Rockland Community College at the hearing held by him may be introduced at the hearing by the employee, by the President of Rockland Community College or his designee or upon the request of the Grievance Board.

d. The hearing may be adjourned from time to time by the Grievance Board if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten days, except that adjournments consented to by both the employee and the appointing authority shall not be counted in determining the total days of adjournments as herein limited.

e. Within ten (10) business days after the conclusion of the hearing, the Board shall issue a written report containing a statement of the Board's finding of fact, conclusions and determinations. The Board shall send a copy of its report to the appointing authority, the aggrieved employee, his representative, if any, the Employer and the Rockland County Personnel Office.

f. The appointing authority and the employee shall comply with the decisions of the Board, except in matters requiring additional expenditure of department funds for which there is no current budgetary allotment. Such cases will be referred to the Employer for appropriate action.

7.5 Time of Hearing

All hearings as well as all discussions between an employee and his supervisor or the President of Rockland Community College shall insofar as practicable, be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

7.6 Time Limits

7.61 Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of the employee: if on the part of the immediate supervisor, Dean of Instruction, or the President, shall be deemed a determination resolved against the employee. The employee shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be.

7.62 Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

7.7 Levels of Supervision

7.71 The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance to the Grievance Board shall not bar orderly processing of a grievance in departments or offices where only one or two levels of supervision exist. Where there are less than three distinct levels of supervision, including that of the President of Rockland Community College, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the President of Rockland Community College. The minimum time limits shall be those established for the first and third, or third stages, respectively, as may be applicable.

7.8 Definitions

Appeal is the process or procedure by which an employee presents to the Board a grievance on which the employee has received a written determination from the President of Rockland Community College with which he is not satisfied.

Board means the Grievance Board created by this procedure.

Employee means any person determined to be within the appropriate negotiating unit directly employed and compensated by the Employer.

Immediate Supervisor means the employee or officer on the next higher level of authority in the department or office wherein the grievance exists and who normally assigns and reviews the employee's work, approves his time record or evaluates his work performance by or with the designation of the President of Rockland Community College.

President means President of Rockland Community College.

Representative means the agent selected by the employee or a group of employees in the case of group grievances, to act in his or their behalf in the processing of a grievance.

Stage means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.

Statement of Fact means a written summary of the alleged grievance and shall be in the following form:

a. The name, home address, title and work location of the aggrieved;

b. The name, title and location of the appointing authority;

c. A recital of the circumstances or conditions alleged to constitute the grievance;

d. The specific remedy or relief sought;

e. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

7.9 Sole Arbiter

Notwithstanding any provision to the contrary contained herein, the parties hereto by mutual agreement may consent that a sole arbiter be used in the place and stead of the Grievance Board provided for in this Article.

ARTICLE 8 - Governance

8.1 The President of Rockland Community College or his designee for personnel and industrial relations matters shall engage in consultation with the Executive Committee of RCCFT at meetings to be held not less than once a month. Matters that are subject of current negotiations shall not be discussed.

8.2 Such meetings shall be held at noon on the third Friday of each month except that variations may be made in case of unforeseen circumstances.

8.3 The matter of Promotions and Terminations is within the realm of concern of the Faculty Senate unless otherwise specifically stated in this contract.

ARTICLE 9 - Leave without pay

9.1 General - The Board of Trustees upon the written recommendations of the President may grant a leave of absence without pay to an employee within the negotiating unit who has submitted a written request for such leave, not to exceed one year. Such leave must be for a specific period of time; however, the employee and the President may mutually agree to terminate such leave prior to its expiration.

9.2 Maternity Leave

9.21 A pregnant employee, holding other than a temporary appointment, upon written request shall be granted a leave of absence without pay for a period of time not to exceed the next two (2) consecutive semesters (excluding the summer session) following the birth of the child, however, an employee who has received notice of non-renewal of her contract shall not be entitled to such leave. The employee shall notify the President in writing of her desire to return to work two (2) months prior to the first day of the semester in which she plans to return to work. She shall then enter into a contract for such employment within twenty (20) days after said notification. Such period of time may be modified as to duration with the consent of the President.

9.22 A physician's statement as to the fitness of the employee for the performance of her duties may be required at any time before her leave commences, and may be required prior to the employee's return to duty.

9.23 The period of such leave shall not be included in any period required to establish eligibility for tenure of promotion.

9.3 Leave for Adoptive Parent

9.31 An employee who adopts a child, holding other than a temporary appointment, upon written request shall be granted a leave of absence without pay for a period of time not to exceed the next two (2) consecutive semesters (excluding the summer session) following the date of custody of the child. However, an employee who has received notice of non-renewal of contract shall not be entitled to such leave. The employee shall notify the President in writing of the desire to return to work two (2) months prior to the first day of the semester in which the employee plans to return to work. The employee shall then enter into a contract for such employment within twenty (2) days after said notification. Such period of time may be modified as to duration with the consent of the President.

9.32 The period of such leave shall not be included in any period required to establish eligibility for tenure or promotion.

9.4 Leave for Librarians and Counselors - Librarians and Counselors may be granted unpaid leaves of absence during the months of July and/or August. Such leaves may be granted by the President after conferring with the Executive Vice President and the Dean of Students to determine the effect such leaves on the services provided. If such a leave is granted, a salary reduction of one twelfth (1/12) shall be made from the annual salary (for each month of leave granted) of the individual to whom leave is granted.

ARTICLE 10 - Leaves of Absence with Pay

10.1 Sabbatical Leave

10.011 Policy - Sabbatical leaves for professional development may be made available to members of the teaching staff, librarians, counselors and administrators who meet the requirements set forth in this section. The objectives of such leave is to increase each such person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

10.012 Purpose - Sabbatical leaves may be granted according to the following criteria:

a. To complete the doctoral dissertation.

b. To do research and writing on any academic subject or to engage in any genre or creative writing.

c. To prepare a new course for the college by reading, traveling and study. The course should be approved by the college before leave is applied for.

d. To accomplish a project of painting, music, or work in any of the arts that might lead to further professional development and recognition.

e. To undertake a specific research project, for example: a college librarian might wish to investigate how the library is succeeding in terms of its long-range goals.

f. To learn of or observe new or existing programs of methods of instruction, organization, etc. at other institutions.

g. To enroll in graduate studies.

h. To engage in planned travel in connection with one's academic or professional improvement.

10.013 Eligibility - Members of the teaching staff, librarians, counselors and administrators who have continuous appointments and completed at least six consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, leaves of absences, and periods of less than full time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service. Sabbatical leave shall not be cumulative except that by mutual agreement between an employee and the President, an approved Sabbatical leave may be postponed for a period not to exceed two years.

10.014 Terms and Conditions - Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full

salary or such other equivalent terms as shall be approved by the President.

10.015 Applications - The matter of applications and ranking of applications for Sabbatical leaves is within the realm of concern of the Faculty Senate.

10.016 Approval

a. The President shall grant Sabbatical leaves as he may deem valuable normally from among those persons recommended by the Committee on Sabbatical Leaves of the Faculty Senate, provided there are sufficient monies appropriated to provide for the payment of salaries to the employee on Sabbatical leave and his substitute if one is necessary. Every effort will be made to provide notice to employees of approval of Sabbatical leave at the earliest possible date in the spring semester prior to the academic year in which the Sabbatical leave to be taken, but in no case later than April 1. It is understood and agreed that nothing herein precludes cancellation of an approved Sabbatical leave in the event of budget limitations or for any other unforeseen essential reason.

b. As a condition of approval, the President may require that the employee concerned sign a contract stipulating that the employee will return to the teaching staff of Rockland Community College for a period of at least one year upon the termination of sabbatical leave. If the faculty member fails to return to Rockland Community College and complete one full academic year of service, he must repay the full amount of salary received while on sabbatical leave.

ARTICLE 10.02 - Sick Leave

10.021 All employees within the negotiating unit described in Article 3 earn sick leave at the rate of three (3) days for each completed month of employment to be credited on the last day of each month: provided, however, that such employees who are in their first year of employment shall receive a sick bank of thirty (30) days effective at the commencement of their employment. This article shall not apply to employees holding temporary appointments.

10.022 An employee shall not earn such leave credits during any month such employee was absent on leave for one-half or more of the month.

10.023 Sick leave shall be authorized in the event of illness or other physical disability of the employee up to the full extent of the accumulated sick leave credits. Included within the term disability is the child bearing stage of pregnancy. Unused sick leave credits may be accumulated up to a maximum of 180 days. Employees in the unit shall be notified of

their sick leave status and unused accumulated days, if any, within 30 days after the beginning of the fall semester.

10.0231 The Federal Equal Opportunity Commission recognizes three stages of pregnancy for determining when a pregnant employee is disabled. They are the dormant, the child bearing, and the child rearing stages. Job disability is associated with the child bearing stage only and requires the certification of a duly licensed physician stating that the employee is unable to continue to perform the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires the certification of a duly licensed physician.

10.024 The employee is responsible for notifying his chairman or immediate supervisor each time sick leave is to be taken and the reason therefor. Advance notification shall be given whenever possible.

10.025 During the absence of employees on sick leave, the department chairman or immediate supervisor shall make appropriate arrangements for carrying on the activities of his department with due regard for the reasonable work load of the other members of the department. Provided that no member of the department shall be required to substitute for more than one week per semester without pay. Such employees on sick leave shall not be required or permitted to contribute towards the salary of substitutes during their absence.

10.026 Five (5) days of unused sick leave in any academic year, for those employees of the unit employed on an academic year basis, or the fiscal year for all other employees in the unit may be authorized in the event of the following:

a. Illness or disability of a member of the employee's immediate family (parent, sibling, spouse or dependent child domiciled in employee's home) which circumstances requires the employee's presence.

b. Death of a parent, spouse, children, sibling, Grandparent, Father-in-law or Mother-in-law.

10.03 Extended Sick Leave

10.031 In unusual circumstances, substantiated specifically by adequate medical reports, the President may recommend for approval by the Board of Trustees, extension of sick leave for an additional period of time not to exceed 120 days after all other earned leave credits have been exhausted.

10.04 Leave for Court and Jury Attendance

10.041 On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court of body, an employee shall be granted a leave of absence with

pay with no charge against leave credits; provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance if he is a party to an action.

10.05 Vacation

10.051 All employees within the negotiating unit described in Article 3 shall be granted 30 calendar days of vacation every 12 months after completing 11 months of continuous service except:

a. Members of the faculty appointed for an academic year.

b. Employees holding temporary appointments.

Provided however that if a counselor or librarian applies for and is granted a leave of absence without pay for a period not to exceed 30 calendar days within the fiscal year such leave shall not effect his eligibility for such vacation.

10.052 The President may grant such leave at any time during such 12-month period of employment.

10.053 Vacation leave shall not be cumulative and unless taken in each subsequent period of 12 months after the completion of 11 months of continuous service, vacation leave shall be cancelled except that the same may be extended by mutual agreement between the employee and the President.

10.054 The time at which vacation may be drawn by an employee shall be subject to prior approval by the President or his designee. The request of an employee with respect to such time shall be honored by the President or his designee to the fullest extent possible consistent with the effective operation of the College. Normally, vacation will be taken for the total amount. However, an employee may, with the approval of the President or his designee, utilize his vacation leave in such lesser amounts and at such times as may be jointly agreed to by the employee and the President or his designee.

10.055 An employee unilaterally violating or breaking a contract shall not be entitled to vacation leave.

10.056 Librarians and Counselors shall be granted a day off from duty on the day following Thanksgiving and on days the school is closed for emergency reasons, including snow days. When compensatory time is granted, this time may be accumulated and may be used as additional vacation days. The Director of the Library and the Dean of Students, under the direction of the Executive Vice President shall be responsible for maintaining accurate records for this purpose.

10.06 Personal Leave

10.061 Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to absent himself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

10.0611 Each employee within the negotiating unit described in Article 3 shall be granted one (1) day of personal leave each fiscal year provided he is employed prior to the last quarter of the fiscal year.

10.0612 In unusual circumstances an employee may be granted two (2) additional days of personal leave during the fiscal year provided that said employee is employed prior to the last quarter of the fiscal year. Such leave may be drawn upon three (3) days written notice whenever possible and at a time convenient to an approved in advance by the Department Chairman or immediate supervisor and the Dean of Instruction or his Designee. The Department Chairman or immediate supervisor shall make appropriate arrangements for carrying on the activities of his department with due regard for the reasonable work load of the other members of the department.

10.0613 Personal leave is not cumulative and unused leave will be cancelled at the end of the period in which it was granted.

10.07 Workmen's Compensation

10.071 An employee who is determined by the President to be unable to perform the usual and normal duties of his employment because of occupational injury or disease as defined in the Workmen's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefore with the Workmen's Compensation Board, shall be allowed leave from his position with full pay for any period of absence not to exceed three months from the date of such disablement as determined by the Workmen's Compensation Board. Such leave may be extended in the discretion of the Employer for any period of absence not to exceed six months from the date of such disablement. Such leave shall not be charged against accumulated sick leave credits.

10.072 Workmen's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or had received pay from the Employer under the provision of this section shall be assigned by the employee to the Employer as reimbursement for wages paid. An employee who received a check for such compensation benefits from the Workmen's Compensation

Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section shall within five days thereafter convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Workmen's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the employee under the provisions of this section.

10.073 Before granting leave with pay pursuant to the provisions of this section, the President may require such proof of the employee's inability to perform the usual and normal duties of his employment as he may deem necessary.

10.074 If the employee's claim for benefits under the Workmen's Compensation Law is controverted by the Workmen's Compensation Insurance Company the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, he shall be entitled to receive the benefits of this section as if such claim had never been controverted.

10.075 Leave under this section may be withheld or terminated if the President determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate him from performing the duties of his position.

10.076 An employee who receives full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.

10.077 Upon request of the employee to resume his employment at or prior to the expiration of the maximum period of allowed leave, the President may require the employee to undergo medical examination by a physician designated by the President and at the expense of the Employer before the employee may be permitted to resume his employment in order to establish that such employee is physically and mentally able to perform the usual and normal duties of his employment without jeopardizing the health and safety of other employees as well as his own.

10.078 In order to enable the President to make such determinations as are authorized or required under this section, the President may require an employee at any time to be examined by a physician designated by the President at the Employer's expense.

10.079 This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

ARTICLE 11 - Miscellaneous Working Conditions

11.01 Evaluation reports which are to be included in an individual's personnel file shall be in writing and both the individual concerned and the President of Rockland Community College shall receive a copy of such reports.

11.02 The individual faculty member shall sign each evaluation report and be permitted to file a written reply to any portions of such report to which the faculty member may take exception.

11.03 Individual personnel files shall be confidential, but any individual shall have the right to review his own personnel file in the appropriate office at any reasonable time and he may be accompanied by an advisor of his own choice, except that material from previous employers and former professors shall be privileged and not available to the individual.

ARTICLE 12 - Collection of Dues

12.01 Upon the written authorization of the employee concerned and unless he subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's bi-weekly pay in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the Federation at regular intervals.

ARTICLE 13 - Academic Calendar

13.01 The academic calendar shall be formulated by the President after he has submitted a proposed calendar to the Faculty Senate for its consideration and recommendation, pursuant to the procedures established by the Faculty Senate.

ARTICLE 14 - Tenure

14.01 Tenure shall be awarded to members of the teaching staff, and to Librarians and Counselors upon the granting and signing of a contract for the fifth consecutive year of full time service at Rockland Community College. Effective September 1, 1973 (the second year of the agreement) members of the teaching staff, Librarians and Counselors with Master's degrees or Doctorate degrees, shall be awarded tenure upon the granting and signing of a contract for the fourth consecutive year of full time service at Rockland Community College.

14.02 In computing consecutive years of service for the purpose of this Article, leaves of absences without pay, extended leaves pursuant to Section 3 of Article 10 and periods of less than full time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

14.03 Granting such tenure shall be subject to the following:

14.031 Members of the teaching staff whose responsibilities are solely instructional shall accrue service, for tenure pur-

poses, for the contract year when they are teaching a full-time load, according to the norms of the department and the college.

14.032 Members of the teaching staff whose responsibilities include teaching and other institutional service shall accrue service, for tenure purposes, in the contract year, if such service is primarily academic. The determination of whether such service is primarily academic shall be the responsibility of the President and shall be so indicated upon the contracts granted for that year's service.

14.033 Within 45 days after the signing of this agreement, the President shall, in writing, advise each member of the teaching staff and all librarians and counselors of their years of accrued service, for tenure purposes.

14.034 Tenure eligibility for those members of the teaching staff teaching less than a full-time load, according to the norms of the department and the College, and those librarians and counselors working less than full-time service, shall be at the discretion of the President and shall be so indicated upon the contracts granted for that year's service.

14.035 When the granting of tenure is advantageous to the College, under conditions other than those set forth hereinabove, the Board of Trustees, upon recommendation of the President, may grant such tenure. The President shall review prior teaching experience and other appropriate experience of all non-tenured faculty for the purpose of determining whether early granting of tenure would be beneficial to the College.

14.036 All administrative positions shall be granted term appointments for not exceeding three years. Such contracts may be renewed upon the recommendation of the President and the approval of the Board of Trustees.

ARTICLE 15 - Termination of Service

15.01 Temporary Appointments

The services of members of the Faculty having temporary appointments may be terminated at will by the President of the College, notwithstanding any other provision of this article.

15.02 Term Appointments

15.021 The decision of the Board to reappoint or not to reappoint persons with term appointments, when such reappointment would not confer tenure, shall be communicated in writing to the person affected not later than March 15 preceding the expiration of the first full year of service and not later than December 1 of each succeeding year. In the event that persons covered by this provision are not advised of their renewal status on the dates indicated above, or are not provided with reasons as to why such notice is being delayed for a reasonable period, their services shall be presumed to have been

retained. Nothing herein, however, is to be construed as precluding reasonable delays or even changes in such determinations due to budget uncertainties, unforeseen budget cancellations and impairment.

15.022 The decision of the Board to reappoint with tenure or not to reappoint for the fifth full year shall be communicated in writing to the person affected not later than December first preceding the expiration of the fourth full year of service. However during the fourth consecutive term appointment failure to notify members of the faculty of nonrenewal by the dates specified in this section shall not serve to automatically grant tenure to such members nor shall it automatically indicate non-appointment for tenure.

15.0221 Effective September 1, 1973, and for those members of the teaching staff, Librarians and Counselors with Master's Degrees or Doctorate degrees, the decision of the Board to reappoint with tenure or not to reappoint for the fourth full year shall be communicated in writing to the person affected not later than December 1 preceding the expiration of the third full year of service. However, during the third consecutive term appointment, failure to notify members of the faculty of nonrenewal by the dates specified in this section shall not serve to automatically grant tenure to such members nor shall automatically indicate non-reappointment for tenure.

15.023 Grievances relating to notification under the terms of this Article shall address themselves only to the timeliness of notification and shall begin at the second stage of the Grievance Procedure as outlined in Article 7.

15.03 Termination for Age

Members of the Faculty shall be retired at age 70.

15.04 Termination for Physical or Mental Incapacity

Members of the Faculty may be retired and their services terminated by the Board of Trustees, after receipt of the recommendation of the President and upon medical advice, for mental or physical incapacity which prevents such persons from adequately performing their duties.

15.05 Termination for Cause

15.051 Grounds - The services of members of the Faculty other than those holding temporary appointments may be terminated at any time for cause, which shall consist of inadequate performance of duties or misconduct, after such notice and opportunity to be heard as are provided by this section.

15.052 Notice - When the President has information or received a complaint against a member of such Faculty containing allegations which, if true, might serve as grounds for dismissal for cause, and he deems such information or complaint

to be substantial, he shall discuss it with the person concerned and shall make further investigation as he deems appropriate. If the President determines that termination for cause is warranted, he shall serve upon the person concerned a written statement of the charges against him.

15.053 Request for Hearing - Final action shall not be taken on such charges until after the expiration of 15 days from the date of service of such notice upon the person charged, during which time he may make a written request to the President for a hearing before the Committee on Terminations. If he makes such a request, he shall be given a hearing as hereinafter provided. If the person charged does not request a hearing, the President may direct that such a hearing be held.

15.0531 If a hearing is not requested or not directed to be held, then the President shall make a final determination on the appropriate action, including dismissal, which is to be taken.

15.0532 If a hearing is requested or directed to be held, all Documentation, and/or other evidence pertinent to the charge or complaint shall be forwarded by the President to the Committee on Terminations of the Faculty Senate within seven (7) business days after receipt of a request for a hearing or the direction to hold a hearing. If the Faculty Senate fails to create said committee than a Committee on Terminations shall be appointed by the President.

15.06 The Committee on Terminations, upon receipt of the documentation and/or evidence from the President, shall schedule a hearing within seven business days from the receipt of such documentation. The hearing may be adjourned from time to time by mutual agreement between the accused faculty member and the Committee. However, in no event shall the proceedings last longer than ten (10) business days.

15.07 Conduct of Hearing

The President or his designee or both and the faculty member charged shall be entitled to be present at the hearing, to be represented by persons of their own choice, to present witnesses on their behalf, and to confront and question witnesses. All testimony at such hearings shall be under oath. A stenographic record shall be taken of each such hearing.

15.08 Findings and Recommendations

Upon the completion of its hearing, the Committee shall make a written statement of its findings with respect to the charges and shall also make a written recommendation and shall thereupon submit to the President the stenographic transcript of the proceedings, the statement of its findings and its recommendation within ten (10) business days after the receipt of the transcript.

15.09 Review by the Board of Trustees

The Board of Trustees shall review the findings and recommendations of the Committee on Terminations and shall make the final determination on the appropriate action to be taken.

15.10 Failure to Attend a Hearing

If the person charged willfully fails to attend a hearing of the Committee, the President may take such action as he deems appropriate. There shall be no right of appeal from such action.

15.11 Suspension

If the President deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his position and no disciplinary action against him is taken, he shall be paid the salary which he otherwise would have received during the period of such suspension.

15.12 Termination in event of Program Retrenchment

The services of any member of the Faculty may be terminated in the event of program retrenchment. In such cases, the employment of the least senior member in the department or in the area involved shall be terminated. If the person whose position is terminated is tenured, he shall be placed upon a preferred eligibility list for two years in that position as established in that rank. If this person is rehired, his rank and salary shall be as if his service had been continuous. Seniority shall be determined by years in service. If years in service are equal, seniority shall be determined by rank.

ARTICLE 16 - Curriculum

16.01 The Board of Trustees shall adopt the curriculum upon the recommendation of the President after he has consulted with the Faculty Senate.

ARTICLE 17 - Promotion and Rank

17.01 Promotion to the rank of Assistant Professor from the rank of Instructor will be automatic for all members of the teaching staff librarians and counselors granted tenure.

17.02 If a tenured Lecturer is promoted to the rank of Instructor, he shall be automatically promoted to the rank of Assistant Professor upon completion of one year in the Instructor's rank.

17.03 Rockland Community College is mindful of the distribution of ranks as suggested by the Standards for Two-year Community Colleges under the Program of the State University of New York.

17.04 Rank qualifications as determined by the Board of Trustees shall accompany each person's contract letter.

ARTICLE 18 - Program and Workload

18.01 Commencing with the Fall term 1972, the weekly workload for full time teaching faculty shall be as follows:

18.011 Up to 12 contact hours in the English Department.

18.012 up to 15 contact hours or up to 16 contact hours per week one semester and/or 14 contact hours per week the next semester in all other areas of instruction, except that the workload limits shall not apply and the present practice shall be continued in the Physical Education, Human Services, Programs with clinical field work and the Freshman seminar.

18.013 The administration will endeavor to achieve a norm of 30 students per class at the end of the drop-add period or one (1) week after the commencement of classes.

18.014 The Administration shall endeavor to achieve a norm of twenty-five students per class in English Composition classes.

18.02 The chairman of departments shall receive a reduction in their weekly teaching load of 6 contact hours.

ARTICLE 19 - General Provisions

19.01 The teaching staff shall have 4 office hours each week as approved by the Dean of Instruction.

19.02 No member of the faculty shall be required to serve on more than one faculty committee.

19.03 The Dean of Instruction shall approve the programs and teaching assignments of the teaching staff after consultation with the chairman of the respective departments. Programs and teaching assignments shall be governed by seniority.

19.04 The number of preparations shall be kept to a minimum each semester and ordinarily preparations shall not exceed 3 per semester.

19.05 No full-time faculty member shall be required to teach in the evening as part of his full-time teaching load unless he agrees at the time of hiring, or unless a full-time teaching load is not available during the day in his areas of competency.

19.06 Members of the teaching staff will not be assigned any duties during any part of the inter-session period unless notified by Rockland Community College to the contrary prior to the examination period unless an emergency condition develops.

19.07 The extra-curricular activities of (a) directing dramatics, (b) advising the school newspaper, and (c) coaching a debating team shall not be required of the faculty nor considered as part of a teaching load.

19.08 Librarians and Counselors shall work a maximum of 35 hours a week. The director of the library and the library staff shall work out an agreeable work schedule for librarians. The Dean of Students and the Counseling Staff shall work out an agreeable work schedule for Counselors. The scheduling shall be subject to the general direction of the Executive Vice President.

19.09 The period of employment of Administrators, Counselors and Librarians shall be 12 months commencing September 1st and ending August 31st, except as otherwise provided by the terms of their appointment. They shall be entitled to the following holidays: Christmas, New Year's Day, Memorial Day, Independence Day and Thanksgiving, and Labor Day.

19.10 The period of employment for the teaching staff shall be for the academic year except as otherwise provided by the terms of their appointment. Teaching faculty who work during July and August in connection with new student advisement or placement testing shall be paid at the rate of $7.50 per hour.

19.11 The Rank of Lecturer shall be effective September 1, 1970 and the employees of the appropriate negotiating unit described in Article 3 employed as of June 1, 1970 shall not be affected thereby.

19.12 Full time day session faculty will have first choice by seniority in the department on courses in the area of their competence offered in the Evening and Summer Sessions and first choice on overloads in the Day Session provided it does not prevent rounding out full time teaching loads.

19.13 The Chairman of the Department, with the approval of the Dean of Instruction may permit full time day session faculty to teach two (2) courses per semester at Rockland Community College, above their normal workload.

19.14 During his contract period, no person in the appropriate negotiating unit may undertake outside employment without the expressed consent of the Executive Vice President.

19.15 The College and the Federation will continue to seek improvement in the professional development of the faculty through encouraging and supporting, insofar as possible, conferences, workshops, graduate study, experience, and other methods of professional development toward the improvement of teaching and new approaches to curriculum.

ARTICLE 20 - General

20.01 The Salary Schedules for the academic ranks for the fiscal years September 1, 1972 through August 31, 1973; September 1, 1973 through

August 31, 1974; September 1, 1974 through August 31, 1975 shall be as follows:

a. September 1, 1972 - August 31, 1973

Rank	Minimum	Maximum
Lecturer	$ 7,415	$11,543
Instructor	9,477	13,132
Assistant Professor	10,966	15,836
Associate Professor	13,131	19,225
Professor	14,621	21,930

b. September 1, 1973 - August 31, 1974

Rank	Minimum	Maximum
Lecturer	$ 7,654	$12,092
Instructor	9,752	13,680
Assistant Professor	11,206	16,442
Associate Professor	13,388	19,939
Professor	14,846	22,702

c. September 1, 1974 - August 31, 1975

Rank	Minimum	Maximum
Lecturer	$ 7,777	$12,480
Instructor	9,875	14,039
Assistant Professor	11,261	16,813
Associate Professor	13,419	20,364
Professor	14,813	23,139

20.011 For purposes of salary administration the salary schedules for each of the three years of the agreement for the academic ranks shall be subdivided as follows:

a. September 1, 1972 - August 31, 1973

Interval	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 7,415	$ 9,477	$ 10,966	$13,132	$14,621
2	7,710	9,883	11,507	13,808	15,433
3	8,005	10,289	12,048	14,485	16,245
4	8,300	10,695	12,590	15,162	17,058
5	8,595	11,101	13,132	15,839	17,870
6	8,889	11,507	13,672	16,516	18,682
7	9,184	11,913	14,213	17,194	19,494
8	9,479	12,320	14,754	17,871	20,306
9	9,774	12,726	15,295	18,548	21,118
10	10,069	13,132	15,836	19,225	21,930
11	10,364				
12	10,659				
13	10,953				
14	11,248				
15	11,543				

b. September 1, 1973 - August 31, 1974

Interval	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 7,654	$ 9,752	$11,206	$13,388	$14,846
2	7,971	10,188	11,788	14,117	15,718
3	8,288	10,624	12,370	14,844	16,590
4	8,605	11,061	12,952	15,571	17,463
5	8,923	11,497	13,534	16,299	18,337
6	9,240	11,934	14,117	17,027	19,210
7	9,556	12,370	14,697	17,755	20,083
8	9,873	12,806	15,279	18,484	20,956
9	10,190	13,244	15,861	19,211	21,829
10	10,507	13,680	16,442	19,939	22,702
11	10,824				
12	11,141				
13	11,458				
14	11,774				
15	12,092				

c. September 1, 1974 - August 31, 1975

Interval	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 7,777	$ 9,875	$11,261	$13,419	$14,813
2	8,113	10,337	11,878	14,191	15,737
3	8,449	10,799	12,495	14,964	16,661
4	8,785	11,261	13,112	15,735	17,585
5	9,121	11,725	13,729	16,505	18,511
6	9,458	12,187	14,346	17,277	19,437
7	9,794	12,650	14,964	18,049	20,363
8	10,129	13,112	15,579	18,820	21,288
9	10,465	13,574	16,196	19,593	22,213
10	10,801	14,039	16,813	20,364	23,139
11	11,137				
12	11,473				
13	11,809				
14	12,145				
15	12,480				

20.012 It is recognized that some annual salaries may exceed the normal maximum of the schedules because of the administration of salaries. However, it is agreed and understood that these annual salaries are to be "red circled" and remain in effect only as long as the present incumbents hold their appointments.

20.013 For the purpose of determining salaries, counselors shall be assigned appropriate academic rank.

20.014 Effective September 1, 1972, each employee in the unit who was employed during the previous academic year ending June 30, 1972, and whose salary is within the salary schedule of the academic rank concerned, shall move to that salary interval in the 1972-1973 salary schedule (20.011 a.)

of the academic rank concerned which results in an 8% increase in salary. (For example: An Instructor whose salary in 1971-1972 was $9,527 (Interval 2) shall move to a salary of $10,289 for 1972-1973 (Interval 3). Each employee in the unit who was employed during the previous academic year ending June 30, 1972 and whose salary is determined by academic rank and whose salary in 1971-1972 exceeded the stated maximum of the schedule (1971-1972) for the academic rank concerned and Administrators within the unit shall receive an 8% increase in salary, effective September 1, 1972.

20.015 Effective September 1, 1973, each employee in the unit who was employed during the previous academic year ending June 30, 1973 and whose salary is determined by academic rank and whose salary is within the salary schedule of the academic rank concerned, shall move to that salary interval in the 1973-1974 salary schedule (20.011 b.) of the academic rank concerned which results in a 7.5% increase in salary. (For example: An Assistant Professor whose salary in 1972-1973 was $12,590 (Interval 4) shall move to a salary of $13,534 for 1973-1974 (Interval 5). Each employee in the unit who was employed during the previous academic year ending June 30, 1973 and whose salary is determined by academic rank and whose 1972-1973 salary exceeded the stated maximum of the schedule (1972-1973) for the academic rank concerned and Administrators within the unit shall receive a 7.5% increase in salary effective September 1, 1973.

20.016 Effective September 1, 1974, each employee in the unit who was employed during the previous academic year ending June 30, 1974 and whose salary is determined by academic rank and whose salary is within the salary schedule of the academic rank concerned shall move to that salary interval in the 1974-1975 salary schedule (20.011 c.) of the academic rank concerned which results in a 6% increase in salary. (For example: An Associate Professor whose salary in 1973-1974 was $15,571 (Interval 4) shall move to a salary of $16,505 for 1974-1975 (Interval 5). Each employee in the unit who was employed during the previous academic year ending June 30, 1974 and whose salary is determined by academic rank and whose salary exceeded the stated maximum of the schedule (1973-1974) for the academic rank concerned and Administrators within the unit shall receive a 6% increase in salary, effective September 1, 1974.

20.017 Effective September 1, 1974 an additional sum of money equal to 1% of the base payroll of the members of the unit as of August 31, 1974 shall be utilized to (1) implement the discretionary salary increase plan which (2) includes the additional compensation for promotions, if any, made effective September 1, 1974. The discretionary increases given effective September 1, 1974 shall become a part of the base salary of the recipients thereof.

ARTICLE 20.02 - Promotion

20.021 Effective September 1, 1972, any employee who accepts a promotion to a higher academic rank shall receive an increase as provided above (20.014) and shall be placed on the equivalent or nearest higher dollar interval within the salary schedule (20.011 a.) of the academic rank to which he is promoted.

20.022 Effective September 1, 1973, any employee who accepts a promotion to a higher academic rank shall receive an increase as provided above (20.015)and shall be placed on the equivalent or nearest higher dollar interval within the salary schedule (20.011 b.) of the academic rank to which he is promoted.

20.023 Effective September 1, 1974, any employee who accepts a promotion to a higher academic rank shall receive the increase in salary as provided above (20.016) and in addition shall receive the minimum promotion increase in salary of $300. In the event that the minimum promotion increase of $300 does not place the employee on an interval or half (½) interval of the salary schedule (20.011 c.) of the academic rank to which he is promoted, his salary will be adjusted to the nearest higher half (½) interval of the salary schedule (20.011c) of the academic rank to which he is promoted. (For example: An Instructor at a salary of $11,934 (1973-1974 schedule) being promoted to Assistant Professor would receive an increase in salary from $11,934 to a salary of $13,112 in the following manner:

1. Receive an increase to $12,650 (6%) (1974-1975).
2. Receive the minimum promotion increase of $300.
3. The sum of #1 and #2 would be $12,950.
4. The salary of $12,950 does not fall on an interval of half interval, therefore the salary is adjusted to the nearest half interval on the 1974-1975 schedule for Assistant Professor, which is $13,112.

ARTICLE 20.03 - Administrators

20.031 The President shall have the right to make specific appointments with regard to Administrators, at any salary above the minimum salary of Administrators employed as of September 1, 1972 and below the maximum salary of Administrators employed as of September 1, 1972, effective for the year 1972-1973.

20.032 The President shall have the right to make specific appointments with regard to Administrators, at any salary above the minimum salary of Administrators employed as of September 1, 1973 and below the maximum salary of Administrators employed as of September 1, 1973, effective for the year 1973-1974.

20.033 The President shall have the right to make specific appointments with regard to Administrators, at any salary above the minimum salary of Administrators employed as of September 1, 1974 and below the maximum salary of Administrators employed as of September 1, 1974, effective for the year 1974-1975.

20.04 ADMINISTRATION

The President shall be responsible for the administration of the Salary Plan.

20.05 GENERAL

No employee shall be paid less than the starting salary nor more than the maximum salary for the academic rank to which he is assigned, except as otherwise provided in this agreement.

20.06 RATE OF PAY

This section applies to those employees in the negotiating unit described in Article 3.

20.061 All rates of pay prescribed in the Salary Plan are for full time employment.

20.062 Employees working less than full time shall be paid a proportional share of the annual salary for the academic rank to which assigned. The clause applies only to full time employees in the negotiating unit covered by the terms of this contract described in Article 3.

20.063 The President after consultation with the Department Chairman shall determine what constitutes less than full time employment with other departmental and faculty responsibilities.

20.064 The President of Rockland Community College shall have the right to make specific appointments at any interval above the starting salary not to exceed the normal maximum, of the academic rank concerned according to the recommendations of the Department Chairman.

20.065 Faculty members who are assigned over-load by the College administration to round out a full work load for the academic year, shall be paid pro-rata their regular salaries for any extra hour(s) required to meet the specific course hour requirements, i.e. beyond the 30 hour workload per academic year or as in the case of English - 24 hour workload per academic year.

20.07 Additional Pay for Administrative Duties

Department Chairman shall receive an additional .075 of their annual salary.

ARTICLE 20.08 Discretionary Salary Increase Plan

20.081 During the first year of the contract (1972-1973) a joint even-numbered advisory committee, 50% of whose members shall be appointed by the RCCFT and 50% by the President, shall analyze the broad question of teacher standards, performance, and productivity and recommend criteria and methods of evalu-

ation of individual performance. The President of Rockland Community College shall determine the final criteria and systems proposed by the joint committee in making his promotion decisions, if any, effective September 1, 1973.

20.082 During the second year of the contract (1973-1974) said advisory committee shall review and evaluate the results of the application of the criteria and system of evaluation being used and recommend changes, additions, deletions to the President who shall determine what changes, additions, and deletions, if any, are to be effected for continuing application.

20.083 During the second year of the contract (1973-1974) the evaluation criteria and system shall be considered by the President in making those promotion decisions, if any, that will be effective September 1, 1974, and for generating the data for the determining of those employees who shall receive discretionary increases and the amounts of said increases to be effective September 1, 1974. Such determinations shall be made at the discretion of the President.

20.084 During the third year of the contract (1974-1975), prior to March 1, 1975, the members of the unit shall vote by secret ballot whether of not to continue the discretionary salary increases, including the minimum promotion increase. The results of the vote will be determined by the majority of those voting. In the event that the majority vote is in the negative (i.e. Not to continue the discretionary salary increases, including the minimum promotion increase), the employer agrees not to seek to continue said increases in negotiating the next immediate contract.

20.085 No more than 30% of the members of the unit (as of June 1, 1974) may receive discretionary salary increases for the year 1974-1975.

20.086 In the event that the salaries of those employees who receive discretionary salary increases do not fall on an interval or half (½) interval on the salary schedule for the year 1974-1975, such salaries shall be "red circled" and shall not appear in the salary schedule for 1974-1975.

ARTICLE 21 - Retirement and Health Programs

21.01 Employees holding other than a temporary appointment shall become a member of either the New York State Teachers Retirement System, New York State Employees Retirement System or The Teachers Insurance and Annuity Association--the College Retirement Equities Fund.

21.011 Membership in any plan shall be on a non-contributing basis.

21.02 The Employer agrees to pay 100 percent of the premium for the individual employee and dependents for coverage under the basic state wide plan of the New York State Health Insurance Program.

21.03 The employer agrees to pay the full cost for the Teachers Insurance and Annuity Association Group Total Disability Plan - Basic Monthly Income Benefit. This benefit shall not duplicate benefits of those members of the bargaining unit already covered by the New York State Retirement system.

ARTICLE 22 - Academic Freedom

Definition

22.01 Each person covered by this agreement shall be entitled to full academic freedom as defined and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:

22.02 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

22.03 The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce in his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

22.04 The college of university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICAL 23 - Special Provisions

23.01 Faculty members, spouses, and dependent children shall be permitted to take courses for credit at Rockland Community College free of charge except for registration fee.

23.02 Commencing with the Fall semester, the President shall grant a reduction of three hours per week each semester from the teaching schedule of that person selected by the Federation, Local 1871, whose time shall be devoted to business dealing with matters related to the administration of this contract.

23.03 The Federation shall be permitted the use of faculty mailboxes for the distribution of Federation materials, and the use of one bulletin board in each of the following buildings: admini-

stration building, academic building, community service building and the Pre-fab building.

ARTICLE 24 - Definitions

24.01 Academic Rank - One of the following five titles: Lecturer, Instructor, Assistant Professor, Associate Professor, Professor.

24.02 Academic Year - A period of time commencing on September 1 of each year and terminating on June 30 of the subsequent year.

24.03 Board of Trustees - Shall mean the Board of Trustees of Rockland Community College.

24.04 Faculty - Includes teachers, librarians, counselors, and administrators.

24.05 Fiscal Year - Shall be as provided by law.

24.06 President - Shall mean the President of Rockland Community College.

24.07 Temporary Appointment - An appointment of less than the academic year or for an unspecified period of time.

24.08 Term Appointment - An appointment to the faculty for a specified limited period of at least an academic year which shall automatically expire at the end of that period.

24.09 Continuing Appointment - Shall be a full-time appointment to a position of academic rank for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers and their corporate seals to be affixed hereto.

COUNTY OF ROCKLAND

By _____
Chairman of the Rockland County Legislature

ROCKLAND COMMUNITY COLLEGE

By _____
Chairman of the Board of Trustees

ROCKLAND COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 1871

By _____
President